

**AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND
CARBON SOLUTIONS AMERICA LLC
FOR MARKETING AND OUTREACH FUNCTIONS UNDER THE LAKE COUNTY
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT
RFP 11-0208**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Carbon Solutions America LLC, a Florida Limited Liability Company authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

Recitals

WHEREAS, the COUNTY has publicly submitted a Request for Proposal (RFP), #11-0208, to retain a consultant to design, implement and manage a public education and outreach marketing campaign to educate residents and small business owners in the community about the benefits of energy efficiency in their homes and businesses in conjunction with the COUNTY Energy Efficiency and Conservation Block Grant (EECBG); and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONSULTANT to design, implement and manage a targeted public education and marketing/media campaign, based on demographic and focus group results provided through the COUNTY's Participation and Efficiency Study, to educate residents and small business owners in the community about the benefits of energy efficiency in their homes and businesses.

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to perform the services more specifically detailed in **Exhibit A**, Statement of Work, and **Exhibit B**, CONSULTANT's Proposal, both of which are attached hereto and incorporated herein by reference.

3.2 This Agreement shall be effective upon the date of execution by the COUNTY, shall remain in effect until such time as the services acquired in conjunction with this Agreement have been completed, delivered and accepted by the COUNTY, and will then remain in effect until completion of the expressed and/or implied warranty periods.

3.3 CONSULTANT's performance period under this Agreement is as follows: Tasks 1 and 2 shall be completed by CONSULTANT within three (3) months of issuance of a Purchase Order or Notice to Proceed, and Tasks 3 through 11 shall be completed by CONSULTANT within twelve (12) months of issuance of a Purchase Order or Notice to Proceed. Prior to the expiration of the performance period for Tasks 3 through 11 of this Agreement, the COUNTY shall have the option to renew this Agreement for an additional ninety (90) days under the same terms and conditions. Continuation of the performance period beyond the initial period is a COUNTY prerogative, and not a right of the CONSULTANT. This prerogative may only be exercised when such continuation is clearly in the best interest of the COUNTY.

A. Should the CONSULTANT fail to complete the work within the performance period cited above and any optional renewal period exercised by the COUNTY, it is hereby agreed and understood that the COUNTY reserves the authority to cancel this Agreement with the CONSULTANT and to secure the services of another consultant to complete the work. If COUNTY exercises this authority, COUNTY shall be responsible for reimbursing the CONSULTANT for work which was completed and found acceptable in accordance with the contract specifications.

B. The COUNTY may, at its option, demand payment from CONSULTANT, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the COUNTY as a result of having to secure the services of another consultant. CONSULTANT shall honor any such invoices or credit memos submitted to the CONSULTANT by the COUNTY under these circumstances.

3.4 The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.5 The COUNTY reserves the right to terminate the Agreement if CONSULTANT materially fails to fulfill any of its obligations under this Agreement, if the service does not conform to the specifications, or if the CONSULTANT materially fails to comply with any

federal, state or local statutes, rules and regulations applicable to this Agreement, including health and safety rules and regulations.

A. If any service performed pursuant to this Agreement is found to be defective or does not conform to the specifications contained herein, the COUNTY reserves the right to require corrective action as appropriate, which may include, but is not limited to, ordering re-performance of service or the termination of the Agreement for default. The COUNTY will not be responsible for paying for any service that does not conform to the Agreement specifications.

B. In the event of termination, the COUNTY shall provide 30 calendar days written notice of its intent to terminate, and shall provide CONSULTANT an opportunity to consult with the COUNTY regarding the reason(s) for termination. The COUNTY may take any other remedies that may be legally available.

3.6 CONSULTANT acknowledges that the study and related effort that are the subject of this Agreement are funded by the American Recovery and Reinvestment Act (ARRA) of 2009 through a U.S. Department of Energy (DoE) Energy Efficiency and Conservation Block Grant (EECBG). CONSULTANT (and any subcontractor utilized by CONSULTANT) hereby agrees to comply with all terms, conditions and specifications of the Federal Assistance Reporting Checklist, Statement of Project Objectives and Special Terms and Conditions of EECBG Grant DE-EE0000786/001, all of which are attached hereto as Exhibits C1, C2, and C3, respectively, and incorporated herein by reference. Any inconsistency between the provisions of this Agreement, the Federal statutes and regulations, and the terms and conditions of the DoE grant award shall be resolved in such a manner so as to not impair the award of the grant to the COUNTY.

Article 4. Payment

4.1 COUNTY shall pay, and CONSULTANT shall accept, as full and complete payment for the timely and complete performance of its obligations under this Agreement, **Eighty Nine Thousand, Nine Hundred Seventy Two Dollars and 00/100 (\$89,972.00)**, as further described in **Exhibit D**, CONSULTANT Pricing, attached hereto and incorporated herein.

4.2 Invoices.

A. General. CONSULTANT shall submit monthly invoices by the fourth (4th) calendar day of each month to the COUNTY's Project Manager. All invoices shall contain the Agreement and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and/or cause the CONSULTANT to be considered in default of contract. If CONSULTANT is considered to be in default of contract, this Agreement may be terminated.

B. Special Invoicing Requirement Associated with Federal Requirements. CONSULTANT understands that the work to be provided under this Agreement is funded through a U.S. Department of Energy (DoE) Energy Efficiency and Conservation Block Grant (EECBG) under the American Recovery and Reinvestment Act (ARRA) of 2009. One of the

reporting requirements associated with these funding instruments is to provide detailed information regarding the number of staffing hours expended in the completion of work supported by ARRA funds. The primary purpose of this information is to quantify job creation data in conjunction with the provision of the ARRA funds.

CONSULTANT acknowledges and agrees that every invoice submitted for performance of work hereunder must include a list of all hours expended by CONSULTANT personnel in support of the work for which the invoice is tendered and for the overall work effort. The list shall state:

1. the name, job classification, and total hours expended by that individual in support of the specific work effort represented under the specific invoice;
2. a summary total of all hours expended by classification and by overall total for the work represented by the specific invoice; and
3. a cumulative summary of total hours by classification and overall total hours for all work performed under the contract.

If the CONSULTANT has utilized a subcontractor, the CONSULTANT will be responsible for including the information described in 1, 2, and 3 above regarding any subcontractor work hours expended in support of the specific invoice, and for the overall work effort as well.

4.3 The COUNTY shall make periodic payments upon receipt of a conforming invoice or invoices providing the information set forth in Paragraph 4.2 of this Agreement. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, F.S.

Article 5. County Responsibilities

5.1 COUNTY shall promptly review the services performed by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate a County staff member to act as COUNTY'S Project Manager.

5.2 The COUNTY will provide to the CONSULTANT all necessary and available data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 6. Special Terms and Conditions

6.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

6.2 Subletting of Agreement. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

6.3 Insurance. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section, shall be furnished by the CONSULTANT to the COUNTY before any work under this Agreement begins. CONSULTANT shall purchase and maintain at its expense, at all times during the term of this Agreement, insurance policies from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY. Said insurance policies shall insure the CONSULTANT against any and all claims, demands and any causes of action whatsoever, for injuries received or damage to property arising from or relating to the performance or non-performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of this Agreement. CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements at all times throughout the term of this Agreement. Such policies of insurance, and conforming certificates of insurance, shall insure the CONSULTANT in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional Liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

The CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility for liability, damages, and accidents as set forth herein.

6.4 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. Additionally, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of the CONSULTANT's duties set forth in this Agreement.

6.5 Independent Contractor. The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

6.6 Public Records / Copyrights / Acknowledgement of DOE Support:

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. All of CONSULTANT's records with respect to any matters covered by this Agreement shall be maintained for at least three (3) complete calendar years following contract completion, or in accordance with any federal grant requirements, whichever period is longer. In the event any work is subcontracted, CONSULTANT shall similarly require each subcontractor to maintain and allow access to such records. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records requests and shall provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

C. Under the Special Terms and Conditions of Lake County's Award Assistance Agreement for the EECBG, an acknowledgment of Department of Energy (DOE) support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy, Office of Energy Efficiency and Renewable Energy under Award Number DE-EE0000786."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Any use of the Recovery Act logo on signage or websites shall be governed by the DOE Interim Guidance dated May 12, 2010. Details may be found at http://www1.eere.energy.gov/wip/pdfs/doe_arra_signage_interim_guidance.pdf

6.7 Right to Audit. The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records that relate directly or indirectly to this Agreement at its place of business during regular business hours. The COUNTY and CONSULTANT shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained in completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

6.8 Reporting. CONSULTANT recognizes that the services provided herein are subject to criteria and conditions established under the American Recovery and Reinvestment Act of 2009 (also known as the Federal Economic Stimulus Bill). There are federal reporting requirements associated with these services, such as monthly reports of number of jobs created and the number of jobs retained by the project or activity. CONSULTANT shall submit, using **Exhibit E**, Monthly Progress Report, monthly updates to describe the project progress and shall attach all documents required as part of the Monthly Progress Report. **Exhibit E**, Monthly Progress Report, shall be submitted to the COUNTY's Project Manager on the fourth (4th) working day of

each month, unless on an otherwise agreed-upon schedule. Reports shall continue until all of CONSULTANT's responsibilities under this Agreement have terminated. **Exhibit E** is attached hereto and incorporated herein by reference. In addition, CONSULTANT shall provide the COUNTY with any additional program information the COUNTY or U.S. DoE requests.

6.9 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

6.10 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.11 Prohibition Against Contingent Fees. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.12 Key Contractor Personnel. In signing this Agreement, the CONSULTANT is representing that the personnel CONSULTANT listed in its proposal shall be available to perform the services described for the COUNTY, barring illness, accident, or other unforeseeable events of a similar nature, in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT wishes to substitute personnel for those listed in the CONSULTANT's proposal, the CONSULTANT shall propose a person with equal or higher qualifications, and each replacement person is subject to prior written COUNTY approval. In the event the requested substitute personnel is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel this Agreement for cause.

Article 7. General Conditions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of this Agreement, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

7.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The services rendered through this Agreement shall not be deemed complete until accepted by the COUNTY, and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement and shall not be responsible to pay for any such service.

7.4 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.5 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.6 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.7 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.8 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.9 The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

7.10 The COUNTY, at its sole discretion, reserves the right to terminate this Agreement upon thirty (30) days written notice. Upon receipt of such notice, CONSULTANT shall not incur any additional costs under this Agreement. The COUNTY shall be liable for reasonable costs incurred by the CONSULTANT prior to notice of termination. The COUNTY shall be the sole judge of 'reasonable costs.'

7.11 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.12 The parties shall exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause

whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

7.13 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or instrument other than monthly progress reports and regular invoices, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Heike Lueger
Chief Environmental Scientist
Carbon Solutions America
10 Fairway Drive, Suite 114
Deerfield Beach, FL 33441

If to COUNTY:

Lake County Manager
P.O. Box 7800
Tavares, FL 32778-7800

With a copy to:

Amye King, AICP, Growth Management Director
Lake County Growth Management Department
P.O. Box 7800
Tavares, FL 32778-7800

and

Lori Barnes, AICP, Project Manager
Lake County Growth Management Department
P.O. Box 7800
Tavares, FL 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

8.2 This Agreement contains the following Exhibits:

EXHIBIT A	Statement of Work
EXHIBIT B	CONSULTANT's Proposal
EXHIBIT C	Exhibit C1: Federal Assistance Reporting Checklist
	Exhibit C2: Statement of Project Objectives
	Exhibit C3: Special Terms and Conditions of EECBG Grant DE-EE0000786/001
EXHIBIT D	CONSULTANT Pricing
EXHIBIT E	Monthly Progress Report

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 28 day of JANUARY, 2011, and by CONSULTANT through its duly authorized representative.

CONSULTANT

CARBON SOLUTIONS AMERICA, LLC

Heike Lieger

Name: HEIKE LIEGER

Title: CHIEF ENVIRONM. SCIENTIST

This 28 day of JANUARY, 2011.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Jennifer Hill, Chairman

This _____ day of _____, 2011.

Approved as to form and legality:

Sanford A. Minkoff, County Attorney

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 22 day of February, 2011, and by CONSULTANT through its duly authorized representative.

CONSULTANT

CARBON SOLUTIONS AMERICA, LLC



Name: HEIKE UEGER

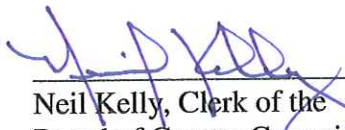
Title: CHIEF ENVIRON. SCIENTIST


This 28 day of JANUARY, 2011.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Jennifer Hill, Chairman
This 24 day of Feb, 2011.

Approved as to form and legality:



Sanford A. Minkoff, County Attorney

EXHIBIT A

STATEMENT OF WORK [Two (2) Pages]

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)**PUBLIC EDUCATION AND OUTREACH MARKETING****Overview:**

Lake County was awarded funding under the American Recovery and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant (EECBG) Formula Grant Program (U.S. Department of Energy, Office of Energy Efficiency and Renewable Energy under Award Number DE-EE0000786). As part of the EECBG, the County must develop a Financial Incentive Program to offer residents and small commercial business owners incentives for energy efficiency upgrades made to their structures.

The purpose of this RFP is to contract with a vendor to design, implement and manage a public education and outreach marketing campaign to educate residents and small business owners in the community about the benefits of energy efficiency in their homes and businesses. Another aspect of the campaign will be to generate enthusiasm for County programs that provide cash incentives to assist individuals with installing energy efficient upgrades to their structures.

The overall goal is not only the education of what improvements can be made to increase energy efficiency, but also to inform the public of County, State and Federal (such as Energy Star) programs that are available to assist in implementing energy efficiency improvements to residential and business structures.

The successful vendor will develop a marketing/media campaign to target Lake County residents and small commercial business owners based on demographics and focus group results provided through the Participation & Efficiency Study currently being conducted. The vendor will also be provided with case study information gathered through the County's Retrofit Pilot program (The Retrofit Pilot Program selected one residential and one small commercial business owner to participate in a pilot program. The pilot program will show how small investments (under \$3,000) in energy efficiency can make a large impact on energy costs).

The vendor will be expected to complete Tasks 1 and 2 within three months after receipt of notice to proceed. The overall marketing campaign, as defined in tasks 3 through 11 below, is anticipated to last, at a minimum, 12 months, and will use web and social media tools, as well as local media outlets to include print, television and radio.

Scope of Work to be Performed:

1. Develop an overall marketing plan and strategy, along with a corresponding budget and specific milestones that, when implemented, will effectively reach Lake County's target audience(s).
2. Develop a brand identity for the Residential & Small Commercial Rebate program.
3. Design and print educational marketing materials to reach the target demographic.

SECTION 2 – STATEMENT OF WORK

RFP Number: 11-0208

4. Design and place advertisements to be printed in outlets such as local magazines, newspapers, public transportation, and direct mail.
5. Design and place advertisements to air on local television & radio media outlets.
6. Coordinate with County staff to establish a web presence to market the County's initiatives and use social media outlets for spreading awareness of programs and information.
7. Develop and distribute news releases related to the County's Financial Incentives Program, the Retrofit Pilot Program, the County's energy efficiency improvements planned for County facilities, and general information to the community about energy efficiency awareness.
8. Develop creative community challenges that evoke residents to become more energy efficient.
9. Prepare and present updates to key leaders within the organization on the success and/or general status of the overall effort.
10. Generate monthly bills based on milestones and activities completed.
11. Complete monthly progress reports as outlined by the Grant requirements that highlight accomplishments to date, number of jobs created/retained because of being awarded the contract, estimated time for completion of milestones, and budget updates. (See Attachment 4 in Section 5 – Monthly Progress Report)

Overall Goal:

The goal of the marketing/media campaign is to have a minimum of 1,000 residential and 300 small commercial businesses participate in the County's rebate program within the first 12 months.

RELEVANT DOCUMENTS APPLICABLE TO ALL WORK PERFORMED

The following documents contain requirements and other information relevant to all aspects of the work to be performed under the contract resulting from this solicitation. Each of these documents is by this reference to be considered formally attached to this solicitation. Each of the documents listed below is available for review and download at the County website for this specific solicitation:

- EECBG Grant DE-EE0000786/001
- Special Terms and Conditions for EECBG Grant DE-EE0000786/001
- The County's Energy Efficiency Conservation Study (EECS)

EXHIBIT B

CONSULTANT'S PROPOSAL [Eight (8) Pages]

Tab C. Proposed Solution/Approach

Lake County was appropriated an estimated funding of \$2,807,500 from the EECBG program and part of this grant will be used to implement incentive programs where County residents and small businesses are enticed to invest in energy upgrades in order to reduce their electricity consumption. The residential and small commercial (RSC) rebate incentive is also intended to promote job creation in the County within the energy efficiency and conservation sector through building retrofits and improvements. By creating a rebate program residents and small businesses are incentivized to purchase products and services to improve their buildings performance. The County has set a goal of creating 80 new sustainable jobs related to energy efficiency by 2012 and it strives to position itself as a leader in energy efficiency programs.

The Project Team will provide professional services to the County that will implement the community programs. **Figure 1** describes the general approach and outlines specific tasks; the following section will provide an overview of these services.

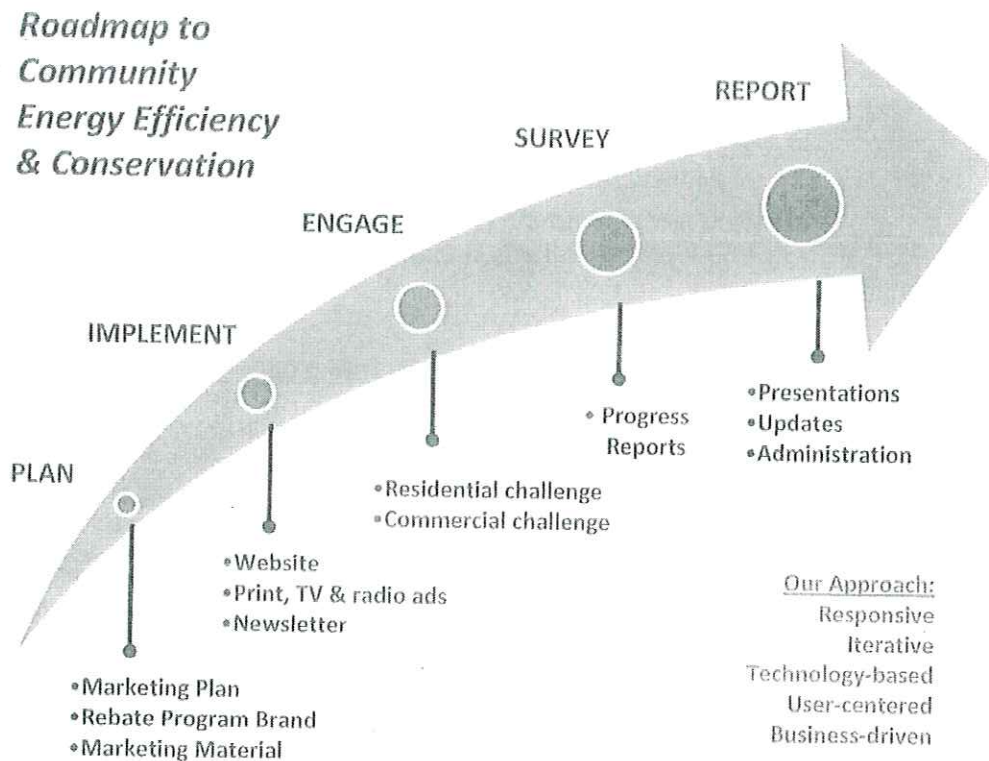


Figure 1: Project approach.

Task 1: Plan

Marketing Plan

The Project Team will develop the marketing plan; CSA will have primary responsibility for drafting the overall marketing plan with Global 5 Communications using their local knowledge and marketing expertise to implement and promote the program. CSA will provide their knowledge of local and regional energy programs and draw from experiences from similar programs. Global 5 Communications will use their capacity and expertise of their full-time in-house marketing staff to assist in the plan creation which includes personnel with graphic design background and public relations specialists.

The marketing plan will be a step-by-step guide that includes a vision statement, goals, action items and milestones. It will describe in detail the strategy that will be implemented and provide an overview of the implementation tactics. Specific goals will be included such as "reach 1% of Lake County's population" and "reach a minimum of 1,000 residential and 300 small commercial within the first 12 months." A detailed budget will be provided that includes an expenditure forecast and various scenarios (best and worst case).

The plan will also address the success criteria and which metrics will be used to measure success and how they will be sourced. Metrics can be assessed using utility lump sum data based on residential and commercial sectors (to be requested), rebates reimbursed and types of products purchased. It is strongly suggested to require certain eligibility criteria which will help the tracking such as:

- Conduct online home energy audit and submit copy
- Only use certified contractors or installers that will report back to County
- (Optional) Only use permanently installed products, e.g. HVAC, ceiling, wall, floor insulation, solar water heater. This will ensure that only households within the County will receive upgrade.
- Request proof of payment.

The success criteria will also document metrics on the target audience who received the educational information via:

- Media placements through earned media/News Releases
- Advertisement placements
 - Broadcast
 - Print
- E-newsletter distribution
- Flyer distribution
- Web placements
- Door hangers

As a number of Florida governments have been implementing or are currently implementing similar residential energy efficiency programs, it will be important to assess lessons learned. The City of Fort Lauderdale developed a rebate program based on useful feedback received from other municipalities throughout the State and thereby hopes to pro-actively avoid some of the pitfalls. The Project Team will address specific issues related to the distribution of rebates that may hinder successful implementation including:

- Voucher leakage (i.e. vouchers are not reimbursed or products are taken to other regions)
- Purchased items do not reduce electricity consumption (e.g. if voucher holder purchases an additional appliance instead of replacing it, this would actually increase electricity consumption)
- Unprofessional installation and/or application (without proper guidance, some products may not be installed properly such as temperature program controls that can be overridden).

From experience, we know that using existing programs to 'piggy-back' the rebate programs can be a successful way of reaching the audience. The Project Team will seek feedback from County staff to assess if there any residential or commercial programs that could be used for this purpose. Other similar programs that should be reflected include State EECBG initiatives. We will work closely with the County to develop a list of pre-qualified vendors to perform energy audits and energy efficiency retrofits.

Rebate Program Brand

The Project Team will develop the Rebate Program brand following a systematic approach. It is paramount to carefully define and build up the program brand in order to reach a maximum audience. As a first step the Project Team will develop a meaningful context and definition of the brand; the following questions will be addressed:



- What is the overall goal of the energy program?
- What is the current level of knowledge regarding energy efficiency and conservation?
- What is the current level of interest regarding energy efficiency and conservation?
- How should the goal be communicated?
- How can existing programs be incorporated into the program?

The Project Team will work closely with the County to identify the target audience in more specific terms and subsequently a branding strategy will be developed. Barriers and obstacles will be evaluated in order to determine any market conditions that can keep the rebate program from achieving success. In some instances, it was found that targets had already installed simple energy conservation measures and thus had no use for some of the distributed rebates. The results of the County's pilot study will be a valuable tool to develop a far reaching branding scheme that will eventually reach 1,000 residential households and 300 small commercial businesses.

Marketing Materials

Various options will be provided to develop the marketing materials. We place emphasis on developing marketing materials that will tell Lake County's story to save energy and create jobs. We will use diverse marketing tools and seek continuous feedback from the County to assure that the programs will reach the right audience. Aside from more traditional marketing platforms, social media such as facebook or twitter are useful platforms that will also be considered in the marketing approach.

Task 2: Implement

Distribution

Several media outlets will be contacted in order to distribute the marketing material and provide information about the County and other programs relating to energy consumption. The Project Team's distribution tactics include:

- Media release (concentrated on Lake County media)
- Weekly e-flyers to stakeholders
- Advertising (TV, radio, print media; see below):
 - Lake Front TV of Leesburg Comcast Cable - Cable System
 - WLBE-AM - AM Radio Station
 - WRHB-AM - AM Radio Station
 - The Daily Commercial - Daily Newspaper
 - News Leader Newspapers - Community Newspaper
 - North Lake Outpost - Community Newspaper
 - South Lake Press - Community Newspaper
 - Triangle News Leader - Community Newspaper
 - Florida Water Resources Journal - Magazine
 - Orange Appeal - Magazine
 - Velocity - Magazine
- Website announcement
- Informational newsletter (see below)
- Flyers to local businesses and residences, public libraries, community-based and faith-based organizations
- County community and home owner association partnerships
- Team internal newsletters
- Social media (using existing and new facebook or twitter profiles)
- Leverage partnerships including USGBC and other local groups.



The Project Team hopes to fully take advantage of existing data bases within the County and suggests using existing communication channels and programs to promote this initiative. Similarly, advisory boards, councils, committees and authorities are useful platforms to promote the program. Additionally, the neighborhood services newsletters delivered to over 500 neighborhood associations and special events will be used to inform the public about the program. We also intend to take advantage of Public Service Announcements (PSAs) in the local media as a way to make the limited advertising budget go further. Television and Radio networks are required to dedicate a portion of air time each hour promoting messages and subjects that provide a service to the public. Our team is very adept at working with media to tap into PSAs.

Develop Web Presence

The Project Team will coordinate with Lake County, cities within Lake County, news organizations, "green" organizations and more to establish a web presence as part of this educational campaign. We will provide information to be added to the Lake County website under Residents and the "Green Team" webpage in addition to other relevant web pages. The Project Team will provide a web-friendly logo based on the developed brand identity that will link to a Facebook account featuring more

information about the incentive program. This can include posting educational videos on a You Tube channel and creating a Twitter account with more information about the program. By utilizing these social media resources, the Project Team can provide information to Lake County residents about the incentive program in addition to other energy efficiency programs by linking to other informational websites. We will also discuss the option of providing information for an additional webpage on the Lake County website.

Educational Brochure

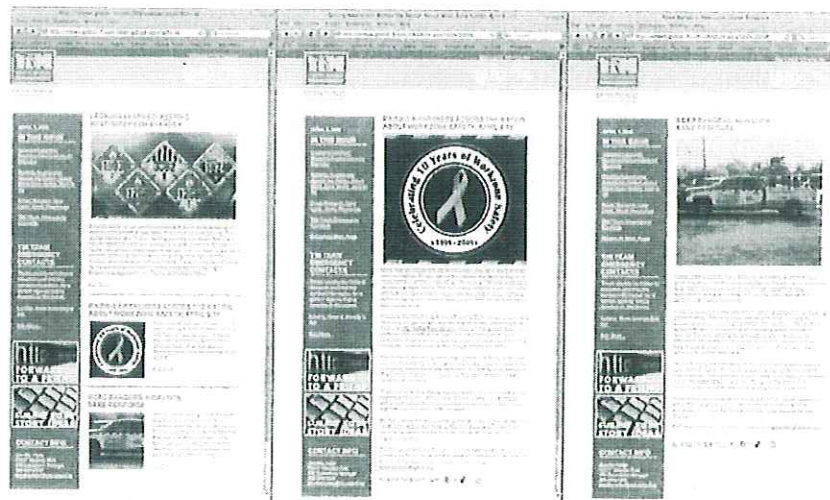
One of the first marketing materials the Project Team will develop is the educational brochure. The leaflet is envisioned as a one page flyer that contains a condensed summary of the County's program using laymen's language. Again it is paramount to capture the audience's attention from the very beginning; a story needs to be told and saving energy must appear attractive to the receiver of the marketing and outreach efforts. Generally, the topic of saving energy is not a broadly appealing subject to most people. Instead a simplified analogy should be developed that people of diverse background can relate to; this could be in the form of personalizing the subject matter. In a current project, the Project Team found it useful to compare the household to a "profit center" that not only creates costs, but can generate revenue based on energy conscious decisions. The final format and content of the brochure will be decided by the County. The brochure will also provide links to the County webpage and contact information for the program administrator. Additionally, the brochure may contain external links that provide the reader with information about Energy Star programs, tax rebates and other helpful advice.

Print, TV & radio ads

The Project Team will develop far-reaching and attractive print, TV and radio advertisements that will promote the County program. Short TV ads will be developed that can be published on Lake Front TV; similarly ads for local radio stations and print media will be created that assist the promotion of the program.

Newsletter

The Project Team will use existing newsletters to inform Lake County's population about the program and set up a program specific newsletter to be sent out on a monthly basis. CSA also hosts their own newsletter which currently reaches over 15,000 people; the newsletter is very popular and has been an efficient outreach tool. Similarly, Global-5 has extensive experience with creating newsletters (see example on the right for Global-5's Open Roads Project).



Task 3: Engage

The Project Team will develop two modest challenge programs that target residents and small businesses, respectively. Existing challenge programs within the County will be evaluated in order to assess whether these can be expanded to include an energy savers challenge, for instance. A variety of challenge programs relating to energy or climate change have been implemented throughout the nation. It is suggested to start with a challenge pilot program that can be expanded in the future. A recommendation is to target a specific audience including:

- Schools
- Office buildings
- Neighborhood organizations
- Home Owner Associations.

The program can be based on points and run throughout the year. Incentives should be given to the challenge winner that can include monetary prizes or recognition awards. The Project Team will discuss details with County during the initial project phase.

Energy Star Pledge



Lake County is encouraged to participate in Energy Star's national campaign that encourages residents to take a pledge to make small contributions to reduce energy consumption and fight climate change. This is a useful PR tool that could spark the competitive spirit of County residents

<http://www.energystar.gov/index.cfm?fuseaction=globalwarming.showPledge&topOrgCategory=GOV>

Task 4: Survey

Progress Reports

Throughout the program implementation, the Project Team will monitor the success of the program by developing specific metrics. These metrics will include at a minimum:

- Rebate utilization
- Contractor/installers hired
- Direct spot check measurements, e.g. through utility bills (requires consent of participant)
- Online monitoring of electricity consumption (requires consent of participant)
- Webpage hits; newsletter activities.

The Project Team will provide progress reports, develop a unique metrics management database, summary evaluation reports and conducting regular surveys. The team will work closely with the County to develop a conceptual design based on the program framework; a comprehensive list of optional metrics will provided from which the County can choose the most relevant ones. The team will prepare a technical memo for review by the County summarizing the concept of the monitoring program. This memo will contain at a minimum the details of the database, templates to be used by workshop leaders including agendas, meeting minutes, and action items; it will also include the types of surveys and methods of data collection.

Task 5: Report***Presentations***

The Project Team will make quarterly oral presentations to Lake County that will show the success and progress of the energy program. This provides an opportunity for County leaders to provide ideas and leave feedback.

Updates

The Project Team will prepare monthly progress reports for the County; the reports will include metrics that will at the same time fulfill any accountability and transparency requirements outlined DOE.

Administration

The Project Team will prepare monthly bills based on milestones and activities completed; this will also include all direct cost to place advertisements and print marketing materials.

Timeline

Table 1 provides an overview of the milestones and individual tasks and their completion date.

Table 1: Project plan and timeline.

Project Plan		Quarter 1			Quarter 2			Quarter 3			Quarter 4		
Task	Deliverable	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11
1	Develop Marketing Plan Kick Off Meeting. Desktop Research Existing Programs Evaluate Pilot Study Draft Marketing Plan Final Marketing Plan	❖											
2	Develop Brand Identity Use Results From Pilot Study Present Draft Brand Identity to County Present Final Brand Identity to County												
3	Design and Print Educational Present Draft Brochure to County Present Final Brochure to County Distribute Brochure												
4	Design and Place Print Ads Present Draft Print Ads to County Present Final Print Ads to County Run Print Ads to County												
5	Design and place TV Ads Present Draft TV Ads to County Present Final TV Ads to County Run TV Ads Identify and Utilize Databases Contact Media Outlets												
6	Coordinate to Establish Web Website meeting												
7	Develop/Distribute Newsletters Coordinate with County PIO												
8	Develop Creative Community Present Challenge Program Ideas Present Final Challenge Program												
9	Prepare and Present Updates												
10	Generate Monthly Bills	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
11	Monthly Progress Reports												
12	Direct Cost For Advertisements												

- ❖ research/analysis
- 📁 draft
- 📅 update
- ❖ meeting
- 📧 coordinate/contact
- 📄 document/deliverable
- 📅 updates
- \$ advertisement costs/invoicing

EXHIBIT C

EXHIBIT C1: FEDERAL ASSISTANCE REPORTING CHECKLIST [Six (6) Pages],

EXHIBIT C2: STATEMENT OF PROJECT OBJECTIVES [Nine (9) Pages],

EXHIBIT C3: SPECIAL TERMS AND CONDITIONS OF EECBG GRANT DE-EE0000786/001 [Thirty-Six (36) Pages]

U.S. Department of Energy
**FEDERAL ASSISTANCE REPORTING CHECKLIST
AND INSTRUCTIONS**

DE-EE0000786/001
Attachment #2

1. Identification Number: DE-EE0000786, 001		2. Program/Project Title: County of Lake, FL Energy Efficiency and Conservation Block Grant											
3. Recipient: County of Lake, FL													
4. Reporting Requirements	Frequency	No. of Copies	Addressees										
A. MANAGEMENT REPORTING													
<input checked="" type="checkbox"/> Progress Report <input checked="" type="checkbox"/> Special Status Report	Q,M A	Upload 1 copy to the address in the next column Electronic Version	WWW.PAGE.ENERGY.GOV See Note 1 See Note 2										
B. SCIENTIFIC/TECHNICAL REPORTING (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at www.osti.gov/etlink .)													
<table style="width: 100%; border: none;"> <tr> <td style="text-align: left;">Report/Product</td> <td style="text-align: left;">Form</td> </tr> <tr> <td><input type="checkbox"/> Final Scientific/Technical Report</td> <td>DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Conference papers/proceedings*</td> <td>DOE F 241.3</td> </tr> <tr> <td><input type="checkbox"/> Software/Manual</td> <td>DOE F 241.4</td> </tr> <tr> <td><input type="checkbox"/> Other (see special instructions)</td> <td>DOE F 241.3</td> </tr> </table> * Scientific and technical conferences only	Report/Product	Form	<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3	<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3	<input type="checkbox"/> Software/Manual	DOE F 241.4	<input type="checkbox"/> Other (see special instructions)	DOE F 241.3			
Report/Product	Form												
<input type="checkbox"/> Final Scientific/Technical Report	DOE F 241.3												
<input type="checkbox"/> Conference papers/proceedings*	DOE F 241.3												
<input type="checkbox"/> Software/Manual	DOE F 241.4												
<input type="checkbox"/> Other (see special instructions)	DOE F 241.3												
C. FINANCIAL REPORTING													
<input checked="" type="checkbox"/> SF-425, Financial Status Report	Q, F	Electronic Version	WWW.PAGE.ENERGY.GOV										
D. CLOSEOUT REPORTING													
<input type="checkbox"/> Patent Certification <input checked="" type="checkbox"/> Property Certification <input type="checkbox"/> Other	F		TBD										
E. OTHER REPORTING													
<input type="checkbox"/> Annual Indirect Cost Proposal <input type="checkbox"/> Annual Inventory of Federally Owned Property, if any <input checked="" type="checkbox"/> Other-See Section 5 below:	A		WWW.FEDERALREPORTING.GOV										
FREQUENCY CODES AND DUE DATES: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A - Within 5 calendar days after events or as needed.</td> <td style="width: 50%;">S - Semiannually; within 30 days after end of reporting period.</td> </tr> <tr> <td>F - Final; 90 calendar days after expiration or termination of the award.</td> <td>Q -Quarterly; within 30 days after end of the reporting period.</td> </tr> <tr> <td>Y - Yearly; 90 days after the end of the reporting period.</td> <td>M-Monthly, within 30 days after the end of the reporting period.</td> </tr> </table>				A - Within 5 calendar days after events or as needed.	S - Semiannually; within 30 days after end of reporting period.	F - Final; 90 calendar days after expiration or termination of the award.	Q -Quarterly; within 30 days after end of the reporting period.	Y - Yearly; 90 days after the end of the reporting period.	M-Monthly, within 30 days after the end of the reporting period.				
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5. Special Instructions: Forms are available at https://www.eere-pmc.energy.gov/forms.aspx . 1. The Monthly EECBG Progress Report will be due on the 30 th of the month following the month for which data is being reported. The Quarterly EECBG Progress Report will be due on the 30 th of the month following the quarter for which data is being reported. For the 3 rd month of each quarterly reporting period, both a monthly and quarterly report are due on their respective due dates. Monthly reporting will be effective beginning April 2010 with the first monthly report due May 30, 2010. See instructions at: http://www.eecbg.energy.gov/Downloads/EECBG_10-07A.pdf 2. Submit reports to the DOE Project Officer. Other Reporting: 1. ARRA-Performance Progress Report: The required reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. Recipients are instructed to maintain data in order to report cumulatively. See the Special Terms and Conditions for Recovery Act reporting requirements, along with the following web site: http://www.federalreporting.gov . 2. Disposition of Historic Preservation Consultations by Category Report: This report shall be submitted annually on September 1. A reporting format will be forthcoming. See Federal Assistance Reporting Instructions on following pages for more details.													

Federal Assistance Reporting Instructions

Reporting requirements under the EECBG Program consist of the following types of reports:

SPECIAL STATUS REPORT

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. For example, the recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
 - a. Any single fatality or injuries requiring hospitalization of five or more individuals.
 - b. Any significant environmental permit violation.
 - c. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes or regulations.
 - d. Any incident which causes a significant process or hazard control system failure.
 - e. Any event which is anticipated to cause a significant schedule slippage or cost increase.
 - f. Any damage to Government-owned equipment in excess of \$50,000.
 - g. Any other incident that has the potential for high visibility in the media.

FINANCIAL REPORTING

- FOR ALL RECIPIENTS: Submit a Quarterly Progress Report and the SF-425 Federal Financial Report. Instructions for the Quarterly Progress Report are below. The SF-425 is available at <http://www.whitehouse.gov/omb/grants/index.html>.

CLOSEOUT REPORTING

Property Certification

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at <http://grants.pr.doe.gov>.

EECS STRATEGY (for units of local government and Indian tribes only)

- FOR UNITS OF LOCAL GOVERNMENT AND INDIAN TRIBES: units of local government and Indian tribes that do not submit an Energy Efficiency and Conservation Strategy (EECS) with their application must submit one not later than one-hundred twenty (120) days after the effective date of the award. The EECS shall be a comprehensive strategy that covers, at a minimum, all items details in Attachment D as well as the following:
 - Jurisdictional area covered by plan and governing body and/or office with direct authority over plan
 - Plan implementation partners and any leverages funds from private or other public sources
 - Baseline energy use and GHG emissions inventory and forecast
 - Goals/objectives for total energy use and emissions reductions, and energy efficiency increase (including deployment of renewable technologies)
 - Goals can be qualitative

- Actions/plans/strategies and implementation schedule to meet goals
 - Actions and strategies included in the plan can be eligible activities for use of funds under EECBG as well as activities that are ineligible; comprehensive planning is encouraged. The eligible activities should be marked as such.
 - Applicants are encouraged, in particular, to include the potential impact of anticipated leveraged funds from private as well as other public sources.
- Expected outcomes and benefits of plan:
 - Jobs created and/or retained
 - Energy saved
 - Renewable energy capacity
 - GHG emissions reduced
 - Funds leveraged
- Obstacles to reaching goals and strategies to remove obstacles
- Policies and/or administrative actions adopted or needed to support actions/plans/strategies/targets/schedule
- Evaluation, monitoring and verification plan
- Plan for how activities will be sustained beyond grant period
- Plans for the use of funds by adjacent eligible units of local governments that receive grants under the program; and plans to coordinate and share information with the state in which the eligible unit of local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under this part.
- Plans for how these funds will be coordinated with leverages funds, including other Recovery Act funds, to maximize benefits for local and regional communities.

ANNUAL REPORTS

- FOR UNITS OF LOCAL GOVERNMENT AND INDIAN TRIBES: Submit annual reports not later than two (2) years after the effective date of this award and annually thereafter. The annual report shall describe the status of development and implementation of the energy efficiency and conservation strategy and an assessment of energy efficiency gains within the jurisdiction of the eligible unit of local government or Indian Tribe. The annual report shall also address the metrics listed below.
- FOR STATES: Submit annual reports not later than one (1) year after the effective date of this award and annually thereafter. The annual report will include the metrics listed below as well as:
 - The status of development and implementation of the energy efficiency and conservation strategy of the state during the preceding calendar year;
 - The status of the subgrant program of the state;
 - Specific energy efficiency and conservation goals of the state for subsequent calendar years; and
 - Activities (list all programs created or supported by program funds and amount of program funds spent on each activity, indicate which programs are new and which are existing, indicate which programs are supported solely by program funds, and which have other funding sources.

ARRA PERFORMANCE PROGRESS REPORT

Failure to comply with this reporting requirement may result in termination of that part of the award funding by Recovery Act.

Not later than 10 days after the end of each calendar quarter, each recipient shall submit a report to the grantor agency that contains:

- The total amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received from that agency;
- The amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received that were expended or obligated to project or activities;
- A detailed list of all projects or activities for which American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds were expended or obligated including:

- Name of project or activity
 - Description of project or activity
 - Evaluation of the completion status of project or activity
 - Estimate of number of jobs created and retained by project or activity *in the manner and form prescribed by DOE*
 - Infrastructure investments made by State and local governments, purpose, total cost, rationale or agency for funding infrastructure investment, name of agency contact.
 - Information on subcontracts or subgrants awarded by recipient to include data elements required to comply with the Federal Accountability and Transparency Act of 2006 (Pub. L. 109-282).
- Compliance: As a condition of receipt of funds under this Act, no later than 180 days of enactment, all recipients shall provide the information described above.

DOE intends to append the periodic ARRA – Performance Progress Report to include reporting on the following, at a minimum:

The results of the funding provided for the EECBG Program through the American Recovery and Reinvestment Act (ARRA) will be assessed according to the following performance metrics:

- Jobs created and/or retained
- Energy (kwh/therms/gallons/BTUs/etc.) saved
- Renewable energy generated
- GHG emissions reduced
- Cost savings

The metrics described below are designed to track the accomplishments of projects funded by EECBG. States must not include results reported by direct grant recipients. Grant recipients will be presented with reporting requirements at the time they receive funding and will be expected to report their achievements in terms of the specified metrics presented below.

Grant recipients will be required to report quarterly on project expenditures, and also on specific activities and achievements, such as square feet of buildings retrofitted. These items tend to be outputs (actions taken by grant recipients) but also include some short-term outcomes (results achieved relatively soon after project outputs occur that lead toward attainment of ultimate project objectives).

Expenditures: Accurate records should be kept on project expenditures for all EECBG ARRA funded efforts. The specific information to be gathered and tracked is listed below. It will be the same for all project types:

- Expenditures for project activities
- Expenditures for administration
- Expenditures for evaluation
- Leveraged funds

Metrics Activity: The key metrics to be reported will vary by project type. The minimum information to be reported, by project activity type, is reported below.

Building Codes and Standards

- Name of new code adopted
- Name of old code replaced
- Number of new and existing buildings covered by new code

Building Retrofits

- Number of buildings retrofitted, by sector
- Square footage of buildings retrofitted, by sector

Clean Energy Policy

- Number of alternative energy plans developed or improved
- Number of renewable portfolio standards established or improved
- Number of interconnection standards established or improved

Building Energy Audits

- Number of audits performed, by sector
- Floor space audited, by sector
- Auditor's projection of energy savings, by sector

Energy Efficiency Rating and Labeling

- Types of energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by the grantee

Government, School, Institutional Procurement

- Number of units purchased, by type (e.g., vehicles, office equipment, HVAC equipment, streetlights, exit signs)

Industrial Retrofit Support

- Number of buildings retrofitted, by Industry Type
- Square footage of buildings retrofitted, by Industry Sector

Loans, Grants, and Incentives

- Number and monetary value of loans given
- Number and monetary value of grants given
- Number and monetary value of incentives provided

Incremental Cost for Efficiency and Design Elements in New Buildings

- Number and square footage of new buildings designed, by sector
- Number and square footage of new buildings constructed, by sector

Renewable Energy Market Development

- Number and size of solar energy systems installed
- Number and size of wind energy systems installed
- Number and size of other renewable energy systems installed

Financial Incentives for Energy Efficiency

- Monetary value of financial incentive provided, by sector
- Total value of investments incentivized, by sector
- Estimated impact of incentives on total investment made

Technical Assistance

- Number of information transactions contacts (for example, webinar, site visit, media, fact sheet) in which energy efficiency or renewable energy measure were recommended, by sector

Transportation

- Number of alternative fuel vehicles purchased
- Number of conventional vehicles converted to alternative fuel use
- Number of new alternative refueling stations emplaced
- Number of new carpools and vanpools formed
- Number of energy-efficient traffic signals installed
- Number of street lane-miles for which synchronized traffic signals were installed

Workshops, Training, and Education

- Number and type of workshops, training, and education sessions held
- Number of people attending workshops, training, and education sessions

Other Activities Not Previously Defined

- Pertinent metric information for any activity not defined above should be captured and included as needed

Short-term Outcomes (DOE will provide supplemental guidance on how to calculate these outcomes to ensure consistent approaches that results can be aggregated at a regional, State and national level):

Energy Savings (kwh equivalents)

- Annual reduction in natural gas consumption (mmcf) by sector and end-use category
- Annual reduction in electricity consumption (MWh) by sector and end-use category
- Annual reduction in electricity demand (MW) by sector and end-use category
- Annual reduction in fuel oil consumption (gallons) by sector and end-use category
- Annual reduction in propane consumption (gallons) by sector and end-use category
- Annual reduction in gasoline and diesel fuel consumption (gallons) by sector and end-use category

Job Creation/Retention

- Number
- Type
- Duration

Renewable Energy Capacity and Generation

- Amount of wind-powered electric generating capacity installed (MW)
- Amount of electricity generated from wind systems (MWh)
- Amount of photovoltaic generating capacity installed (MW)
- Amount of electricity generated from photovoltaic systems (MWh)
- Amount of electric generating capacity from other renewable sources installed (MW)
- Amount of electricity generated from other renewable sources (MWh)

Emissions Reductions (tons) (CO2 equivalents)

- Methane
- Carbon
- Sulfur dioxide
- Nitrogen oxide
- Carbon monoxide

Protected Personally Identifiable Information (PII)

Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

STATEMENT OF PROJECT OBJECTIVES

County of Lake, FL

County of Lake, FL Energy Efficiency and Conservation Block Grant

A. PROJECT OBJECTIVES

The purpose of this award is to implement the Recipient's Energy Efficiency & Conservation Strategy (EECS) in order to reduce fossil fuel emissions; reduce total energy use of the eligible entities; and improve energy efficiency in the building sector, the transportation sector, and other appropriate sectors, along with creating jobs.

B. PROJECT SCOPE

The scope for this award is the implementation of the EECS and all supporting documentation necessary for the proposed activities (Attached).

C. PROJECT MANAGEMENT AND REPORTING

Reports and deliverables will be provided in accordance with the Federal Assistance Reporting Checklist.

EECBG Activity Worksheet

Grantee: Lake County, FLDate: 02/10/2010DUNS #: 79214136Program Contact Email: SMinkoff@lakecountyfl.govProgram Contact First Name: SanfordLast Name: MinkoffProject Title: Preparation of Energy Efficiency and Conservation StrategyActivity: 1. Energy Efficiency and Conservation Strategy

If Other: _____

Sector: Public

If Other: _____

Proposed Number of Jobs Created: 0.00Proposed Number of Jobs Retained: 1.00Proposed Energy Saved and/or Renewable Energy Generated: 0Proposed GHG Emissions Reduced (CO2 Equivalents): 0.000Proposed Funds Leveraged: \$0.00Proposed EECBG Budget: 92,790.00Projected Costs Within Budget: Administration: \$12,909.89Revolving Loans: \$0.00Subgrants: \$0.00Project Contact First Name: SanfordLast Name: MinkoffEmail: SMinkoff@lakecountyfl.govMetric Activity: Technical Assistance

If Other: _____

Project Summary: *(limit summary to space provided)*

Following the FOA Guidance, Lake County prepared an Energy Efficiency and Conservation Strategy (EECS), which is being submitted with the EECBG funding application package. This project falls under EECBG eligible activity #1, Development of an Energy Efficiency and Conservation Strategy.

This EECBG activity has two parts:

1. Prepare the EECS: The County worked with The Cadmus Group, Inc., the selected contractor, to prepare the EECS in accordance with the goals of the EECBG program: to maximize regional cooperation and benefits, to include programs and projects that have long-term impacts, and to establish programs and projects that are financially sustainable. The strategy identifies opportunities to minimize energy consumption and cost, increase the use of clean energy resources, reduce greenhouse gas emissions, and create jobs in the local government and commercial sectors. The strategy also includes methods for monitoring and reporting the impacts of programs and projects funded by EECBG on an annual basis and identifies opportunities for leveraging third-party funding (including city, state, federal, and others) to maximize the effectiveness of programs and projects proposed under the EECS. The EECS identifies goals and objectives that align with the longer term energy efficiency and sustainability goals of Lake County.
2. Seek approval by the Lake County Board of County Commissioners: The EECS and related documentation were presented for review and approval to the Commissioners on November 3, 2009.

This project results in numerous lasting benefits. Each of the Activities described under Lake County's EECS has three aims that dovetail with ARRA goals: each establishes objectives to guide Lake County's climate protection and sustainability efforts over the longer term; each creates jobs in and beyond the short term; and each promotes energy efficiency, resulting in emissions reductions and cost savings. This project also enables the obligation and expenditure of resources in a timely manner, stimulating the local economy, providing assistance to local homeowners, and following the ARRA directives for quick implementation and effect.

Activity cost breakdown:

Personnel: \$10,987

Fringe Benefits: \$1,923

Contractual: \$79,880

Total: \$92,790

#2

EECBG Activity Worksheet

Grantee: Lake County, FL Date: 02/10/2010
 DUNS #: 79214136 Program Contact Email: SMinkoff@lakecountyfl.gov
 Program Contact First Name: Sanford Last Name: Minkoff
 Project Title: Incentive Funds
 Activity: 4. Financial Incentive Program If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 69.00 Proposed Number of Jobs Retained: 0.00
 Proposed Energy Saved and/or Renewable Energy Generated: 224,354 MBTUs
 Proposed GHG Emissions Reduced (CO2 Equivalents): 13,455.000
 Proposed Funds Leveraged: \$4,000,000.00
 Proposed EECBG Budget: 1,449,999.00
 Projected Costs Within Budget: Administration: \$145,050.80 Revolving Loans: \$100,000.00 Subgrants: \$0.00
 Project Contact First Name: Sanford Last Name: Minkoff Email: SMinkoff@lakecountyfl.gov
 Metric Activity: Loans and Grants If Other: _____

Project Summary: *(limit summary to space provided)*

Lake County proposes to create a three-part financial incentive program to encourage energy efficiency upgrades and reduce energy waste: (1) a Residential and Small Commercial (RSC) incentive, (2) a County "lead by example" green building program with funds to pay for the incremental cost high-efficiency equipment and energy efficiency services, and (3) an internal revolving loan to finance energy-related emergency repairs. This program falls under eligible activity #4, Financial Incentive Program.

1. The RSC rebate incentive is a program intended for residential and small commercial property owners, which will pay for up to 20% of energy efficiency retrofits up to a total of \$500 per home and \$1,000 per business. Retrofits will include lighting retrofits; HVAC systems, duct sealing, and building envelope retrofits, including increased insulation; plumbing or site retrofits aimed toward energy efficiency gained through water conservation; and others. In the past year, 49 homes were retrofitted. This program's goal is 650 homes per year, a twelvefold increase, and 45 businesses per year. Due to the marked increase of work in these target markets, the RSC incentive will create competition, create jobs, and reduce the per-unit cost of weatherization-related retrofits for homeowners and small business owners. The building owners will benefit from the reduced initial cost due to volume and the County incentive, plus utility rebates where available and federal tax credits. This program will leverage resources by encouraging home and business owners to invest their own money to maximize efficiency and sustainability through green building measures.

2. As part of eligible activity #3, Lake County is benchmarking its facilities to identify cost-effective energy retrofits in County-owned facilities, for example the County parking facilities. The Lake County ARRA Program Manager will work with facility managers to put together a performance contract bid to improve those facilities with measures that meet County specifications. The performance contracting "plus" financial incentive will cover the incremental cost of purchasing high efficiency equipment and services that lead to efficient operation such as building commissioning, recommissioning, or retrocommissioning. These investments in efficiency may allow for LEED certification and ENERGY STAR labeling for qualifying buildings.

3. The internal revolving loan fund will provide short-term loans for emergency repairs that would otherwise have to wait weeks or until the following fiscal year to be done. Funds for these repairs would target those incidents, which, if left in disrepair, would create significant energy waste. When feasible, these funds will allow for early replacement with efficient equipment rather than repair. The beneficiary of the short-term loan will replenish the fund at the start of the next fiscal year. The ongoing benefits of this activity include lower County energy costs. Because of reduced energy use owing to the performance improvements in buildings, the County will also reduce GHG emissions. In addition, building retrofits provide other benefits, including enhanced occupant comfort and reduced deferred maintenance.

Activity cost breakdown:

Personnel: \$183,563
 Fringe Benefits: \$64,247
 Travel: \$275
 Contractual: \$295,832
 Construction: \$51,408
 Total Direct: \$854,674
 Total: \$1,449,999

Jobs creation and retention: The building retrofits will result in sustained work for teams of contractors. Lake County estimates approximately 69 jobs will be created and/or retained over the long term as funds are used.

Note: Per guidance in the FOA, Lake County will submit the environmental information contained in NETL F 451.1-1/3-EECBG contained in Attachment B3 when the eligible project is identified, if it falls under activity 5, 7D, 11, 13, or 14.

If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.

EECBG Activity Worksheet

Grantee: Lake County, Florida Date: 04/14/2010
 DUNS #: 79214136 Program Contact Email: SMinkoff@lakecountyfl.gov
 Program Contact First Name: Sanford Last Name: Minkoff
 Project Title: Benchmarking, Education, and Outreach
 Activity: 6. Buildings and Facilities If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 5.00 Proposed Number of Jobs Retained: _____
 Proposed Energy Saved and/or Renewable Energy Generated: 23475 mBtu
 Proposed GHG Emissions Reduced (CO2 Equivalents): 1,407.000
 Proposed Funds Leveraged: \$0.00
 Proposed EECBG Budget: 503,685.00
 Projected Costs Within Budget: Administration: \$37,908.00 Revolving Loans: _____ Subgrants: _____
 Project Contact First Name: Sanford Last Name: Minkoff Email: SMinkoff@lakecountyfl.gov
 Metric Activity: Other If Other: Education and Audits

Project Summary: *(limit summary to space provided)*

The following provides additional detail to each of this activity's 6 proposed projects.

PROJECT TITLE: Energy Performance Benchmarking and Associated Public Education and Outreach Campaign

Lake County proposes to establish a program for benchmarking the energy performance of County buildings and executing two pilot energy audits and retrofits to promote energy efficiency to the community. This EECBG activity has four parts: hire a temporary worker, use EPA'S Portfolio Manager to benchmark the energy performance of all municipal buildings greater than 5,000 square feet; complete a greenhouse Gas (GHG) inventory; and hire a contractor to complete energy audits on one home and one small business and then complete an energy efficiency retrofit on each.

PROJECT TITLE: Public Education and Outreach

Lake County proposes to establish a public education and outreach campaign to inform members of the community about the benefits of energy efficiency. This campaign will publicize County programs available to assist home and business owners with their energy efficiency efforts. With the help of a consultant, the project will also result in the creation of an inter-jurisdictional task force to help facilitate information sharing.

PROJECT TITLE: Adult Education and Training - Lake-Sumter Community College

Lake County proposes to implement an Adult Education and Training project to ensure that the current workforce is prepared for green-collar jobs related to energy efficiency and clean energy. This EECBG activity has three parts: develop course curricula; subsidize tuition; and assist with job placement.

PROJECT TITLE: Adult Education and Training - Lake Tech

The first part of this project is the development of curriculum and instructional staff to offer certification classes to construction professionals in the areas of installation and maintenance of photovoltaic and solar energy systems. The funds requested will be used for instructor salaries, student training materials, and "train the trainer" activities. If available, additional funds will enable Lake Tech to offer the classes tuition-free to local industry. The second part is to reopen the HVAC program at Lake Tech with a curriculum focused on energy efficiency. The funds would pay for the instructional cost to upgrade the curriculum and to replace outdated equipment for student use when th

PROJECT TITLE: Design and Operation of Energy Efficiency Programs

Lake County proposes to hire a consultant to prepare a detailed program guide for projects that will maximize the impact of the County's EECs. Specifically, this activity will help develop the programmatic content for: Part A-The residential and small commercial rebate program; Part B-the quality inspection program; Part C-the performance contract plus program; and Part D-Lake County's revolving loan opportunity fund.

PROJECT TITLE: Participation and Efficiency Study

Lake County proposes to hire a consulting firm to conduct a study to identify the most effective methods for increasing participation in energy efficiency programs and maximizing the energy saved through County programs.

If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.

EECBG Activity Worksheet

Grantee: Lake County, FL Date: 04/14/2010
 DUNS #: 79214136 Program Contact Email: SMinkoff@lakecountyfl.gov
 Program Contact First Name: Sanford Last Name: Minkoff
 Project Title: Quality Inspection, Measurement, and Building Codes
 Activity: 6. Buildings and Facilities If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 2.00 Proposed Number of Jobs Retained: 0.00
 Proposed Energy Saved and/or Renewable Energy Generated: 0
 Proposed GHG Emissions Reduced (CO2 Equivalents): 0.000
 Proposed Funds Leveraged: \$0.00
 Proposed EECBG Budget: 166,157.00
 Projected Costs Within Budget: Administration: \$13,689.00 Revolving Loans: \$0.00 Subgrants: \$0.00
 Project Contact First Name: Sanford Last Name: Minkoff Email: SMinkoff@lakecountyfl.gov
 Metric Activity: Other If Other: Education and Building Codes

Project Summary: *(limit summary to space provided)*

The following provides additional detail to each of the this activity's 3 proposed projects.

PROJECT TITLE: Quality Inspection

Lake County proposes to create an inspection program to ensure that the energy efficiency upgrades partially financed through the rebate program under eligible activity #4 are properly installed so that the expected savings can be fully realized. This inspection program will utilize existing inspectors or create a new position on the County staff. The quality inspections will occur throughout the rebate program's performance period on a representative sample of building upgrade projects.

PROJECT TITLE: Measurement and Verification

Lake County proposes to complete a study toward the end of the 36-month performance period to measure and verify the outcomes of the energy efficiency programs implemented with EECBG funds.

PROJECT TITLE: Building Codes

Lake County seeks to identify barriers and roadblocks to energy efficiency upgrades by examining and revising County building codes and permitting procedures.

This EECBG activity has three parts:

1. Frame a path to International Energy Conservation Code (IECC) 2009 compliance and set up a program to meet IECC requirements.
2. Train County officials, architects, and builders on the updated building codes.
3. Evaluate the current building permitting process to identify bottlenecks, reduce/eliminate permitting fees, and simplify permitting paperwork to encourage energy efficiency projects.

Lake County will use existing County staff to perform this task.

EECBG Activity Worksheet

#5

Grantee: Lake County, FLDate: 02/10/2010DUNS #: 79214136Program Contact Email: SMinkoff@lakecountyfl.govProgram Contact First Name: SanfordLast Name: MinkoffProject Title: Traffic Signal Synchronization and System ImprovementActivity: 7. Transportation

If Other: _____

Sector: Public

If Other: _____

Proposed Number of Jobs Created: 4.00Proposed Number of Jobs Retained: 0.00Proposed Energy Saved and/or Renewable Energy Generated: 0Proposed GHG Emissions Reduced (CO2 Equivalents): 0.000Proposed Funds Leveraged: \$0.00Proposed EECBG Budget: 327,157.00Projected Costs Within Budget: Administration: \$29,168.00Revolving Loans: \$0.00Subgrants: \$0.00Project Contact First Name: SanfordLast Name: MinkoffEmail: SMinkoff@lakecountyfl.govMetric Activity: Transportation

If Other: _____

Project Summary: *(limit summary to space provided)*

Lake County proposes to inventory the County-wide traffic signal and street light system and design short- and long-term implementation plans for retrofits and upgrades. Lake County currently maintains 182 traffic signals (75 County-owned, 107 through Interlocal agreements with cities), 52 warning flashers, 19 overhead warning beacons, 84 school flashers, and 30 street lights. Traffic signals will be evaluated for corridor synchronization and updating of existing timing plans. Intelligent Transportation Systems (ITS) will be evaluated for their usefulness to the County and implementation costs. EECBG funds will be used for a consulting engineer to develop policies and a comprehensive plan. Funds will also be utilized for implementation of the plan, including hardware and component installations such as, but not limited to, signal timing, upgraded signal controllers, and upgraded LED street lights. This program falls under EECBG eligible activity #7, Development and Implementation of Transportation Programs.

This EECBG activity has the following 4 parts:

1. Consultant activity to review the entire County-wide traffic signal and street light system. The consultant will also provide a planning and implementation program for Lake County. This plan will develop the program in stages with time frames based on cost and efficiency. The plan will prioritize which improvements should be performed in the short term and which one should be performed in the long term. The consultant will also provide a plan to track and assess energy savings and reductions in energy use.
2. Consultant activity to develop the timing programs, construction plans, and specifications for short-term improvements.
3. Consultant activity to assist in the construction engineering and inspection of all new hardware, systems, and signal synchronization timings put into effect to ensure that they are performing at optimum efficiency as proposed in the developed construction plans. The consultant will make necessary adjustments in the field for the new timing plans.
4. Hiring of a contractor for the installation of new hardware, street lights, LED traffic signals, ITS, and other systems as programmed and funded by the plan under this program.

This program will have a number of long-term benefits. It will improve traffic flow and efficiency by reducing delays, which will, in turn, reduce carbon monoxide (CO) and hydrocarbon (HC) emissions. The reduction in delays will lead to projected travel time improvements of up to 20%. This will help the overall local air quality. The program will also convert outdoor lighting from inefficient to efficient energy systems. Lamp energy use on retrofitted systems will improve by up to 80%. Replacing these lights results in a significant long-term reduction of County funds spent on outdated high-pressure sodium lighting. Use of more efficient fixtures also reduces GHG emissions originating from lighting energy consumption and maintenance. Financial support for this project promotes a greater market for the technology, reducing future initial costs and payback time. This activity will create approximately 4 jobs in the form of positions at engineering firms and positions for contractors.

Activity cost breakdown:

Personnel: \$23,206

Fringe Benefits: \$8,122

Contractual: \$295,829

Total: \$327,157

If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.

EECBG Activity Worksheet

4

Grantee: Lake County, FL Date: 02/10/2010
 DUNS #: 79214136 Program Contact Email: SMinkoff@lakecountyfl.gov
 Program Contact First Name: Sanford Last Name: Minkoff
 Project Title: Expansion of County Recycling Program
 Activity: 10. Material Conservation Program If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 0.00 Proposed Number of Jobs Retained: 0.00
 Proposed Energy Saved and/or Renewable Energy Generated: 0
 Proposed GHG Emissions Reduced (CO2 Equivalents): 64.000
 Proposed Funds Leveraged: \$0.00
 Proposed EECBG Budget: 30,636.00
 Projected Costs Within Budget: Administration: \$2,632.50 Revolving Loans: \$0.00 Subgrants: \$0.00
 Project Contact First Name: Sanford Last Name: Minkoff Email: SMinkoff@lakecountyfl.gov
 Metric Activity: Other If Other: Tons of waste diverted

Project Summary: (limit summary to space provided)

Lake County recognizes the significant environmental impact that occurs when waste is disposed of in a landfill. To reduce the amount of waste placed in landfills, Lake County proposes to expand and enhance its County Recycling Program by conducting a waste stream audit, identifying areas for improvement, and evaluating additional waste-related regulations. These efforts fall under eligible activity #10, Material Conservation Program.

This program has three parts:

First, Lake County will perform a waste stream audit on a representative sample of County facilities. These audits will be done using standard practices detailed in Materials & Resources Credit 6 under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design for Existing Buildings: Operations & Maintenance (LEED-BB:O&M) Rating System. The waste stream audit will identify which materials are being put in landfills and which materials are being diverted.

Second, the County will analyze the results of the audit and identify areas for improvement. As a recycling program is already in place, the audit will allow Lake County to see its unrealized opportunities. For example, if a significant amount of glass is put in the landfill, Lake County will emphasize recycling glass and re-using dishware to reduce the amount of glass being disposed of. The County will promote its recycling program and facilitate participation by providing recycling bins and containers that are well-marked and easily accessible, as well as by placing signage in facilities promoting the recycling program to occupants and visitors. The County will also encourage occupants to decrease waste by reducing and reusing materials where appropriate. Additionally, the current styrofoam recycling program will be expanded.

Third, Lake County will consider expanding its recycling efforts to the community by investigating opportunities to regulate particularly environmentally stressful bulk waste, such as styrofoam. Lake County will investigate local recycling companies and find alternate solutions for companies that wish to dispose of waste in bulk. This solution will prove fiscally advantageous to both the disposer and the recycler.

This program will have numerous and lasting impacts. First, landfills will fill up more slowly, as less material will be sent to them. Second, fewer raw materials will be harvested. Third, local companies will benefit (and potentially jobs will be created) from the increased recycling volume (for recycling companies) and from reduced disposal fees.

Activity cost breakdown:

Personnel: \$6,700
 Fringe Benefits: \$2,345
 Equipment: \$20,500
 Supplies: \$1,091
 Total: \$30,636

If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.

EECBG Activity Worksheet

Grantee: Lake County, FL Date: 02/10/2010
 DUNS #: 79214136 Program Contact Email: SMinkof@lakecountyfl.gov
 Program Contact First Name: Sanford Last Name: Minkof
 Project Title: Greenhouse Gas Reduction Program
 Activity: 11. Reduction/Capture of Methane/Greenhouse Gases If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 2.00 Proposed Number of Jobs Retained: 0.00
 Proposed Energy Saved and/or Renewable Energy Generated: 0
 Proposed GHG Emissions Reduced (CO2 Equivalents): 0.000
 Proposed Funds Leveraged: \$0.00
 Proposed EECBG Budget: 136,991.00
 Projected Costs Within Budget: Administration: \$10,108.80 Revolving Loans: \$0.00 Subgrants: \$0.00
 Project Contact First Name: Sanford Last Name: Minkoff Email: SMinkoff@lakecountyfl.gov
 Metric Activity: Building Codes and Standards If Other: _____
 Project Summary: *(limit summary to space provided)*

Lake County is proposing an emissions reduction program encompassing several specific initiatives that will not only reduce the County's GHG emissions, but also develop methodologies for measuring and achieving Lake County's environmental goals. Paired with the County's GHG Inventory Management Plan, these efforts will continue to reduce GHG emissions into the future. These measures fall under eligible activity #11, Reduction/Capture of Methane/Greenhouse Gases. Lake County's strategy for reducing and capturing methane and GHGs includes the following specific activities:

1. Landfill Gas (LFG) Feasibility Study: Lake County will conduct feasibility studies on two (2) of the County's landfills to assess the available capacity for the capture of methane. The feasibility studies will evaluate the potential landfill gas (LFG) flow created from each landfill, the options for achieving reductions in GHG emissions, and the use of the intrinsic heat content of LFG to realize additional revenue streams. During these feasibility studies, a high-level comparative analysis of the characteristics of the County's other landfills will be performed to confirm that no LFG potential recovery potential exists there.
2. Regulatory Support for Compliance with EPA's GHG Reporting Rule: On September 22, 2009, the EPA Administrator signed a rule that requires facilities that emit over 25,000 metric tons of carbon dioxide equivalent GHG emissions to report emissions to EPA. Lake County's waste-to-energy (WTE) plant may fall under this rule, and the emissions reporting will likely be the responsibility of County staff. Additionally, this rule may cover private sector industries conducting business in the County. Lake County will attend training and offer support to comply with these new GHG rules, both for the WTE plant and for the community.
3. Lake County's Waste-To-Energy (WTE) Plant: Lake County's WTE facility, operated by Covanta Lake of Okahumpka, already contributes to the reduction of GHGs by decreasing the dependence on fossil-based power generation, reducing landfill space and methane emissions, potentially reducing waste transportation costs, and recovering ferrous metals. However, the emissions from this plant are currently not adequately tracked; the current GHG benefits of the plant have not been quantified; and the opportunities for further benefits have not been explored in-depth from a GHG perspective. As the incinerator at the WTE facility will most likely be one of the County's largest GHG emitters, the County proposes to target this facility in two ways: (1) quantify and track emissions (applicable because the facility may emit over 25,000 metric tons of carbon dioxide equivalent emissions thus requiring the facility to report under EPA's mandatory GHG regulation), and (2) utilize the waste stream audit performed under activity #10 and analyze the WTE operation to determine further opportunities for emissions reductions, including diversion of waste to landfills and reduction in fossil fuel use for co-firing.

This program creates the base for future action by establishing the infrastructure to measure and track GHGs, which will better enable the County to manage these emissions. It also determines the feasibility of options for using or destroying landfill gas. In addition to these lasting benefits, this activity will create 2 jobs, including a third-party GHG Manager who will be contracted to track progress and ensure that goals have been reached.

Note: Per the guidance in the FOA, Lake County will submit the environmental information contained in NETL F 451.1-1/3-EECBG contained in Attachment B3 when the eligible project is identified, if it falls under activity #5, 7D, 11, 13, or 14.

Activity cost breakdown:
 Personnel: \$10,364
 Fringe Benefits: \$3,627
 Contractual: \$123,000
 Total: \$136,991

If you are proposing more than one activity, save this file as many times as needed with successive page numbers. For example: "OH-CITY-Columbus-Project Activity page 1.pdf," "OH-CITY-Columbus-Project Activity page 2.pdf," and continue as needed.

EECBG Activity Worksheet

#8

Grantee: Lake County, FL Date: 02/10/2010
 DUNS #: 79214136 Program Contact Email: SMinkoff@lakecountyfl.gov
 Program Contact First Name: Sanford Last Name: Minkoff
 Project Title: Renewable Energy Technologies
 Activity: 13. Onsite Renewable Technology If Other: _____
 Sector: Public If Other: _____
 Proposed Number of Jobs Created: 1.00 Proposed Number of Jobs Retained: 0.00
 Proposed Energy Saved and/or Renewable Energy Generated: 90.4 MBTUs
 Proposed GHG Emissions Reduced (CO2 Equivalents): 16.330
 Proposed Funds Leveraged: \$0.00
 Proposed EECBG Budget: 100,083.00
 Projected Costs Within Budget: Administration: \$9,582.30 Revolving Loans: \$0.00 Subgrants: \$0.00
 Project Contact First Name: Sanford Last Name: Minkoff Email: SMinkoff@lakecountyfl.gov
 Metric Activity: Renewable Energy Market Development If Other: _____

Project Summary: *(limit summary to space provided)*

Lake County proposes to establish a pilot program to allow the County to take advantage of Florida's focus on renewable energy. This program aligns with eligible activity #13, Renewable Energy Technologies on Government Buildings.

This EECBG activity consists of the following three tasks:

1. Identification of renewable technology candidates: County facilities will be selected based on their energy performance rating in EPA's Portfolio Manager and/or renewable facility assessments conducted through a partnership with Lake Sumter Community College. A secondary selection criteria is to seek high-visibility sites, sites with special educational opportunities, and sites providing public services; these will be given priority because they will have the most public visibility and thus the greatest potential for increasing public awareness and education about energy efficiency and solar renewable energy.

2. Fund matching: The County will set aside the EECBG funds for the purpose of matching Florida renewable energy funds. As funds become available through state programs -- such as the Renewable Energy Sector Grant Program, the Sunshine State Buildings Initiative, and the Solar Thermal Loan Program -- the County will then use the combined funds to install renewable technologies on eligible buildings.

3. Energy savings tracking: Lake County will track and report ongoing results from Portfolio Manager as part of its benchmarking efforts in eligible activity #3.

This program results in a number of long-term benefits. The use of renewable energy technology on efficient or upgraded buildings provides sustainable benefits by reducing energy losses and GHG emissions, lowering peak demand on power generation plants, and educating the public on the thorough integration of energy efficiency with renewable energy generation. This activity is expected to create approximately 1 job.

Note: Per the guidance in the FOA, Lake County will submit the environmental information contained in NETL F 451.1-1/3-EECBG contained in Attachment B3 when the eligible project is identified, if it falls under activity 5, 7D, 11, 13, or 14.

Activity cost breakdown:

Personnel: \$44,868
 Fringe Benefits: \$15,704
 Contractual: \$16,806
 Construction: \$22,705
 Total: \$100,083

SPECIAL TERMS AND CONDITIONS

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1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement, plus the following:

- a. Special Terms and Conditions.
- b. Attachments:

Attachment Number	Title
1.	Statement of Project Objectives
2.	Federal Assistance Reporting Checklist and Instructions
3.	Budget Pages (SF 424A)
- c. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- d. Application/proposal as approved by DOE.
- e. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

4. PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disperse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

5. CEILING ON ADMINISTRATIVE COSTS

- a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or \$75,000, whichever is greater (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

6. LIMITATIONS ON USE OF FUNDS

- a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.
- b. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.
- c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

7. REIMBURSABLE FRINGE BENEFIT COSTS

- a. The Recipient is expected to manage their final negotiated project budgets, including their fringe benefit costs. DOE will not amend an award solely to provide additional funds for changes in the fringe benefit costs or for changes in rates used for calculating these costs. DOE recognizes that the inability to obtain full reimbursement for fringe benefit costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the Recipient's cost share.
- b. If actual allowable fringe benefit costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.

8. INDIRECT COSTS ARE NOT REIMBURSABLE

The budget for this award does not include indirect costs. Therefore, these expenses shall not be charged to nor reimbursement requested for this project nor shall the indirect costs from this project be allocated to any other federally sponsored project. In addition, indirect costs shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subawardees' indirect costs.

9. USE OF PROGRAM INCOME

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

10. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

11. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

12. REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: "REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT."

13. PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

14. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

15. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

16. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

Recipient is prohibited from implementing energy efficiency improvements and renewable energy generation opportunities, including demolition, repair, replacement, installation, construction, disposal, or alteration activities until such time that Recipient complies with the Waste Stream and Historic Preservation clauses.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

If you intend to make changes to the scope or objective of your project you are required to contact the DOE Project Officer before proceeding. You must receive notification of approval from the DOE Contracting Officer prior to commencing with work beyond that currently approved.

Activity #1 – Preparation of Energy Efficiency and Conservation Strategy

DOE has made final NEPA determination for this project, which is categorically excluded from further NEPA review.

Activity #2 – Incentive Funds

All projects under this activity, with the exception of the following sub-activities: building envelope retrofits; plumbing or site retrofits aimed toward energy efficiency gained through water conservation (RSC Rebate Program); building commissioning; re-commissioning, retro-commissioning (Facility Benchmarking), are bounded in compliance with the uploaded and signed Statement of Work (SOW) for expedited NEPA review. Any projects that fall outside the SOW are conditioned pending further NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

The excepted sub-activities listed above for Activity #2 fall outside the bounds of the signed SOW, but qualify for categorical exclusion under NEPA. DOE has made final a NEPA determination for these sub-activities, which are categorically excluded from further NEPA review.

Activity #3 – Benchmarking, Education, and Outreach

All projects under this Activity are bounded in compliance with the uploaded and signed SOW for expedited NEPA review. Any projects that fall outside the SOW are conditioned pending further NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

Activity #4 – Quality Inspection, Measurement, and Building Codes

All projects under this Activity are bounded in compliance with the uploaded and signed SOW for expedited NEPA review. Any projects that fall outside the SOW are conditioned pending further NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

Activity #5 – Traffic Signal Synchronization and System Improvement

All projects under this Activity are bounded in compliance with the uploaded and signed SOW for expedited NEPA review. Any projects that fall outside the SOW are conditioned pending further NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

Activity #6 – Expansion of County Recycling Program

All projects under this Activity are bounded in compliance with the uploaded and signed SOW for expedited NEPA review. Any projects that fall outside the SOW are conditioned pending further NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

Activity #7 – Greenhouse Gas Reduction Program

This activity falls outside of the prescribed list of items for the SOW, but qualifies for a categorical exclusion under NEPA. DOE has made final NEPA determination for this activity, which is categorically excluded from further NEPA review.

Activity #8 – Renewable Energy Technologies

All projects under this Activity are bounded in compliance with the uploaded and signed SOW for expedited NEPA review. Any projects that fall outside the SOW are conditioned pending further NEPA review. DOE has made a final NEPA determination for this activity, which is categorically excluded from further NEPA review.

17. HISTORIC PRESERVATION

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. In the event that a State, State SHPO and DOE enter into a Programmatic Agreement, the terms of that Programmatic Agreement shall apply to all recipient and subrecipient activities within that State. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>. Section 110(k) of the NHPA applies to DOE funded activities.

The Recipient or subrecipient certifies that it will retain sufficient documentation to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or subrecipient shall make this documentation available to DOE on DOE's request (for example, during a post-award audit). Recipient will be required to report annually on September 1 the disposition of all historic preservation consultations by category.

18. WASTE STREAM

The Recipient assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Recipient's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Recipient shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Recipient shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

19. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

20. SUBGRANTS AND LOANS

- a. The Recipient hereby warrants that it will ensure that all activities by sub-grantee(s) and loan recipients to accomplish the approved Project Description or Statement of Project Objectives are eligible activities under 42 U.S.C. 171534(1)-(13). State recipients hereby warrant that they will ensure that all activities by sub-grantee(s) and loan recipients pursuant to 42 U.S.C. 17155(c)(1)(A) to accomplish the approved Project Description or Statement of Project objects are eligible activities under 42 U.S.C. 171534(3)-(13).
- b. Upon the Recipient's selection of the sub-grantee(s) and loan recipients, the Recipient shall notify (i.e. approval not required) the DOE Contracting Officer with the following information for each, regardless of dollar amount:
 - Name of Sub-Grantee
 - DUNS Number
 - Award Amount
 - Statement of work including applicable activities

State recipients shall notify the DOE Contracting Officer with the above information within 180 days of the award date in Block 27 of the Assistance Agreement Cover Page.

- c. In addition to the information in paragraph b. above, for each sub-grant and loan that has an estimated cost greater than \$10,000,000, the recipient must submit for approval by the Contracting Officer, a SF424A Budget Information – Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance (available at <http://www.eere-pmc.energy.gov/forms.aspx>).

21. JUSTIFICATION OF BUDGET COSTS

- a. In the original application, the recipient did not provide sufficient information to justify the approval or release of funds for the proposed activities. In order to receive reimbursement for the costs associated with the activities listed in the approved Statement of Project Objectives (SOPO), a justification for all proposed costs must be submitted to the DOE Contracting Officer.
- b. The Recipient must provide justification for the following costs:
 - Contractual Costs:
 1. The recipient shall provide the following information for each individual or company that will receive EECBG funding, regardless of dollar amount:
 - Name
 - DUNS Number
 - Award Amount
 - Statement of work including applicable activities
 - NEPA documentation, as applicable
 2. In addition to the information in paragraph 1. above, for each individual or company that has an estimated cost greater than \$10,000,000, the Recipient must submit a separate SF424A Budget Information – Nonconstruction Programs, and Budget Justification. The DOE Contracting Officer may require additional information concerning these individuals or companies prior to providing written approval.
- c. Upon written notification and/or approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement. These written notifications and/or approvals will be incorporated into the award by formal modification at a future date.

22. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

23. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

24. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

25. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" and "REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009" will be done upon definition and review of final activities.

11. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Recipient determines at any time that any construction, alteration, or repair activity on a public building or public works will be performed during the course of the project, the Recipient shall notify the Contracting Officer prior to commencing such work and the following provisions shall apply.

(a) *Definitions.* As used in this award term and condition--

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows: None.

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that--

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

12. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition--

Designated country --

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei (Taiwan), Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom; or

(4) An Agreement between Canada and the United States of America on Government Procurement country (Canada).

Designated country iron, steel, and/or manufactured goods –

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good –

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Iron, steel, and manufactured goods.

(1) The award term and condition described in this section implements-

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. As of January 1, 2010, this obligation shall only apply to projects with an estimated value of \$7,804,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows: None.

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that--

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including--

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
 - (iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.
 - (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.
- (2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).
- (3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data*. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed.
Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

26. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

**27. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF
EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT
RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS**

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at

<http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

28. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT

Definitions: For purposes of this provision, "Davis Bacon Act and Contract Work Hours and Safety Standards Act," the following definitions are applicable:

- (1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.
- (2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."
- (3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.
- (4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors

employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of

apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage

determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set

forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(c) Recipient Responsibilities for Davis Bacon Act

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
- (ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;
- (iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
- (v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
- (vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and

(viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

(d) Rates of Wages

The prevailing wage rates determined by the Secretary of Labor can be found at <http://www.wdol.gov/>.

EXHIBIT D

REVISED PRICING SECTION [One (1) Page]

REVISED PRICING SECTION (11-0208 Addendum One)

Vendors Must Respond to all Items Listed Below to be Considered for Award

<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>
1	Scope of Work Task 1: Develop an overall marketing plan and strategy, with a budget and specific milestones that, when implemented, will effectively reach Lake County's target audience(s).	1	Job	\$ <u>13,994.40</u>
2	Scope of Work Task 2: Develop a brand identity for the Residential & Small Commercial Rebate program.	1	Job	\$ <u>8,396.64</u>
3.	Scope of Work Tasks 3 thru 11 * Perform all effort related, and necessary, to successfully complete Tasks 3 thru 11 stated in Section 2, Scope of Work.			
	a. \$ <u>68.00</u> blended hourly rate x <u>700</u> hours = \$ <u>47,580.96</u>			
	b. Lump sum not-to-exceed value for advertising costs = \$ <u>20,000.00</u>			
Total Price for line items 1, 2, 3a, and 3b = \$				<u>89,972.00</u>

* Vendor is to insert the following entries in the spaces provided within line item 3:

- the blended/composite hourly rate proposed by the vendor to cover all performance of all effort required under Scope of Work tasks 3 thru 11
- the total hours proposed by the vendor for completion of the entire effort associated with tasks 3 thru 11. The vendor will be authorized to bill on a periodic basis using this hourly rate for completed and accepted work efforts up to the total hour count proposed by the vendor.
- the extended price for the two entries stated above (hourly rate x total proposed hours)

The vendor is advised that duration of performance is not governed by the total hours proposed or billed by the vendor for this line item. If work within the initial scope of tasks 3 through 11 remains to be performed when hours have been billed to the full specified quantity, the vendor will be responsible to perform the balance of the required work without further billing. The vendor is advised that the total hour level proposed by the vendor will be evaluated by the County as a matter of realism and understanding of the full scope of the work to be performed

EXHIBIT E

MONTHLY PROGRESS REPORT [Two (2) Pages]

**Lake County EECBG
Monthly Progress Report**

Grantee Agreement No.:	DE – EE0000786/001 County of Lake, FL
Sub-Recipient Name:	
Sub-Recipient Address:	
Sub-Recipient's Representative:	
Monthly Reporting Period:	
Project Number and Title:	

Provide a summary of project accomplishments to date. Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.

A.

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B. Provide an update on the number of jobs created or retained. Include accounting of hours worked by staff and/or subcontractors. If applicable, quantify the reduction of greenhouse gasses and the energy saved in kWh or BTU. (For guidance on how to report jobs, visit www.whitehouse.gov/sites/default/files/omb/assets/...2010/m10-08.pdf).

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C. Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.

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D. Provide any additional pertinent information.

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E. Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period.				
F. Provide a project budget update:				
Task Number or Description (if applicable)	Total Project Budget	Amount Invoiced Prior to this Reporting Period	Amount Invoiced this Reporting Period	Project Balance
G. Metrics Reporting				
	Number of press releases		Number of Web postings	
	Number of print ads		Number of radio messages	
			Number of television messages	

